



Request for Proposal (RFP) #2023-07, Beverage Service

RFP Due:

**Friday, May 19, 2023 at 2:00p.m.
LATE PROPOSALS SHALL NOT BE CONSIDERED**

MCCD Purchasing Department
3600 M Street
Merced, CA 95348

Attention: Charles Hergenraeder
Director, Purchasing & Risk Management
Phone: 209-384-6300

**Refer Questions or
Clarifications to:**

Charles Hergenraeder
Email: purchasingbids@mccd.edu

**Last Day for Question
or Clarifications**

May 9, 2023 at 2:00 p.m.

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NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP)

NOTICE IS HEREBY GIVEN that the Merced Community College District of Merced County, California, acting by and through its Governing Board, hereinafter referred to as "MCCD," invites bidders to submit proposals for the project described as:

Beverage Service RFP#: 2023-07

DATE/TIME/LOCATION FOR SUBMITTAL OF RFP PROPOSAL: **Friday, May 19, 2023 at 2:00 p.m.**

Merced College Purchasing Department, 3600 M Street, Merced, CA. 95348

RFP documents are available at https://www.mccd.edu/about-mercedcollege/divisions/admin_services/purchasing/bids/. All addendums will also be available on this website and Bidders are responsible for regularly checking the website for addendums if there are any. For further information contact Charles Hergenraeder at (209) 384-6300 or purchasingbids@mccd.edu

There will be a Non-Mandatory job walk **Friday, May 5, 2023 at 10:00 a.m.** at the **Main Campus Purchasing Office** and **Friday, May 5, 2023 at 2:00 p.m.** at the **Los Banos Building A, Lobby**

See Maps of Campus' on pages 24-26

MERCED COMMUNITY COLLEGE DISTRICT

By:
Charles Hergenraeder
Director, Purchasing & Risk Management

Advertised:
April 26, 2023 and May 3, 2023

**SECTION IV
GENERAL CONDITIONS**

A. SCHEDULE OF CRITICAL DATES

Below is a timeline chart showing key dates and information. MCCD reserves the right to deviate from the schedule.

Event	Date and Time
RFP Notice	April 26, 2023 and May 3, 2023
Non-Mandatory Job Walk	May 5, 2023 at Merced Campus 10:00 a.m. & Los Banos 2:00 p.m.
Last Day to Submit Questions	May 9, 2023 at 2:00 p.m.
RFP Due	May 19, 2023 at 2:00 p.m.
RFP Evaluation Period	May 19-23, 2023
Oral Presentation	Estimated May 24, 2023
Board Approval	June 13, 2023
Award Letter	June 14, 2023
Commencement of Services	To be determined, but intended to be no later than July 1, 2023

B. TERM OF AGREEMENT

1. The term of this agreement shall be five (5) years beginning upon the completion of a fully executed agreement. Actual dates will be determined after MCCD and the bidder have reached an agreement in writing.

C. OBLIGATION OF BIDDER

1. Each Bidder should fully acquaint themselves with the conditions relating to the required services, thoroughly examine all sites and be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his/her proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

D. COMMUNICATION AND CLARIFICATION

1. Both technical and general questions regarding the RFP, or the intent thereof, or any discrepancies, omissions or inconsistencies in the RFP documents shall be submitted by email, US mail, or private courier service by **May 9, 2023 by 2:00 p.m.**
Email to: purchasingbids@mccd.edu

All inquiries after that time will not be considered.

SECTION I INFORMATION FOR BIDDERS

1. Preparation of RFP Form. Proposals shall be submitted on the described RFP Price Form and completed in full. All proposal items and statements shall be properly and legibly completed. The signature(s) of all person(s) shall be in longhand and in ink.
2. Form and Delivery of RFP. The RFP must conform and be responsive to all RFP Documents and shall be made on the RFP Price Form provided. A complete RFP, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed, hand delivered or mailed to MCCD at Purchasing Department, 3600 M Street, Merced CA 95348. The envelope shall be plainly marked in the upper left hand corner with the Bidder's name and address, the name of the Project, and the RFP number. **It is the Bidder's sole responsibility to ensure that its Proposal is received prior to the RFP deadline.** RFP must be received on or before the deadline. Any Proposal received after the scheduled closing time for receipt of RFPs shall be returned to the Bidder unopened.
3. Signature. Any signature required on RFP Documents must be signed by the authorized signatory for the bidder must bear the signature of the person or persons duly authorized to sign these documents. All proposals submitted must be signed by a person or persons duly authorized to sign on behalf of the Bidder's company.
4. Erasures, Inconsistent or Illegible Proposals. The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the Proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the Proposal, words shall supersede numbers. In the event that MCCD determines that any Proposal is unintelligible, illegible, or ambiguous, MCCD may reject such Proposal as being nonresponsive.
5. Examination of Site and Contract Documents. Each Bidder should fully acquaint themselves with the conditions relating to the required services and thoroughly examine all sites and be familiar with the specifications and requirements of this RFP. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other documents, or to visit any of the sites and acquaint themselves with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
6. Withdrawal of RFP. Any Proposal may be withdrawn either personally or by a written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of Proposals. No Bidder may withdraw any Proposal for a period of ninety (90) days after the date set for the opening of Proposals.
7. Interpretation of Project Documents. If any Bidder is in doubt as to the true meaning of any part of the RFP Documents or finds discrepancies or omissions from the RFP Documents, a written request for an interpretation or correction thereof must be submitted to MCCD by **May 9, 2023** at 2:00 p.m. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction

of the RFP Documents will be made solely at MCCD's discretion and only by written addendum duly issued by MCCD, and a copy of such addendum will be electronically submitted to each Bidder known to have received a set of the RFP Documents. No person is authorized to make any oral interpretation of any provision in the RFP Documents, nor shall any oral interpretation of RFP Documents be binding on MCCD. If there are discrepancies of any kind in the RFP Documents, the interpretation of MCCD shall prevail. Submittal of a Proposal without a request for clarifications shall be incontrovertible evidence that the Bidder has determined that the RFP documents are acceptable and sufficient for bidding and performing the service. Bidder has been determined to be capable of reading, following and performing the service in accordance with the RFP documents. Bidder agrees that the project can and will be performed according to the RFP.

8. Award of Contract. MCCD reserves the right to reject any or all Proposals to accept or reject any one or more items of the Proposal, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any Proposals or in the RFP process. The award of the contract, if made by MCCD, will be by action of the Governing Board and awarded to the one responsible Bidder which is judged to offer the most advantages for MCCD. In the event an award of the contract is made to a Bidder and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, MCCD may award the contract to the second preferred Bidder or reject all Proposals.
9. Alternate Proposals. The Governing Board of MCCD is not calling for alternate Proposals for this project.
10. RFP Evaluation and Clarification. MCCD reserves the right to obtain clarification of any point in a Bidder's submittal or to obtain additional information. MCCD reserves the right to conduct on MCCD site, telephone or email conversations with the Bidder to clarify proposals and other documents, ask questions or obtain additional information. The Bidder's inability to respond to this request may be a cause of disqualification of their proposal.
11. Subcontractors. If a subcontractor will be used by Bidder to comply with any portions of this RFP, that fact must be stated in the proposal. The names of the subcontractors and their duties shall be specified in the proposal.
12. Failure to Provide Requested Information. Failure of a Bidder to provide any required documentation or information requested in this RFP package may result in the rejection of the Bidders proposal.
13. Anti-Discrimination. In connection with all work and services performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful Bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful Bidder agrees to require like compliance by any subcontractors employed on the Project by such Bidder.
14. Insurance Requirements. It is required that every vendor and contractor working for the

Merced Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered a default of the vendor and contractor.

Prior to commencing work, and continuing during the life of the project, the vendor and contractor shall be required to maintain the insurance requirement below.

a. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance naming M CCD as an additional holder showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence with a \$2,000,000 Aggregate. The insurance shall be primary and non-contributory.

b. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 for each item. The vendor/contractor shall provide a waiver of subrogation.

c. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance naming M CCD as an additional holder and showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles.

d. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A and be admitted in California. This can be amended by a separate agreement by M CCD.

15. Insurance and Workers' Compensation. The successful Bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. M CCD may request that such certificates and endorsements are completed on M CCD provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder shall secure the payment of compensation to all employees. The successful Bidder who has been awarded the contract shall sign and file with M CCD prior to performing the work, the Workers' Compensation Certificate included as a part of the RFP Documents, Labor Code Section 1861.

16. Hold Harmless and Indemnification. The successful Bidder awarded the contract agrees to defend, indemnify, and hold harmless M CCD, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of M CCD, or loss or theft of such property, done or caused by such persons. M CCD assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against M CCD. The provisions of

the Article do not apply to any damage or losses caused solely by the negligence of MCCD or any of its agents or employees.

17. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each Proposal must be accompanied by a Non-Collusion Declaration. This form is included with the RFP package.
18. Debarment. Submission of a signed proposal in response to this solicitation is the certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also an agreement that MCCD will be notified of any change in this status.

[END OF SECTION]

SECTION II
INTRODUCTION/GENERAL INFORMATION

A. STRATEGIC PARTNERSHIP

1. MERCED Community College District (MCCD) invites you to join in creating a Beverage Partnership. This partnership will create new opportunities to provide substantial benefits for the MCCD campuses and its beverage supply partner. This partnership will include pouring rights, sales of packaged beverages and vending. The successful Bidder will:
 - a. Supply the MCCD campuses with various beverages including bag-in-the-box carbonated dispensed products, bottled and canned sodas, teas, juices, water, and sports drinks, and provide vending to the MCCD campuses
 - b. Supply, service and maintain like new state-of-the-art beverage dispensing machines, refrigerated merchandisers and vending machines.
 - c. Be awarded exclusive pouring rights throughout the MCCD campuses
 - d. Be awarded soft-drink advertising rights throughout the MCCD campuses in accordance with MCCD policy.
2. Merced Community College District was established in 1962 and has three sites: Merced Campus, Los Banos Campus, and Business Resource Center, with the 2021-2022 total student count of 8,619.
3. The primary source supplier will enjoy 100% of the beverage rights.

B. DEFINITION OF TERMS

1. The designation and reference of **MCCD** refer to Merced Community College District, a political subdivision of the State of California.
2. **Bidder** refers to companies which choose to submit proposals for beverage rights to provide beverage products on all sites.
3. **Bid** and **Proposal** shall be used interchangeably within this document.
4. **Contract** and **Agreement** shall be used interchangeably within this document.
5. **Beverage** refers to all carbonated and non-carbonated natural or artificially flavored non-alcoholic beverages, including non-alcoholic beverages with nutritive or non-nutritive sweeteners, naturally or artificially flavored nonalcoholic fruit juices, fruit juice-containing drinks, fruit-flavored drinks (sweetened or non-sweetened), fruit punches and ades.

The term “beverage” does not include milk, flavored milk, beer (alcoholic, low-alcoholic and non-alcoholic), coffee, hot teas, or hot chocolate.

6. **Exclusivity** is defined as the granting to the successful Bidder the exclusive right to make beverages available for sale and distribution on MCCD campuses through vending and food service operations and the exclusive right to provide all beverages sold at athletic contests,

booster club activities, and all other special events conducted at any location on the campuses.

Exclusivity is limited to sales and vending rights for fountain soda syrup, canned and bottled soda, fountain soda, isotonic drinks, individually packaged water bottles, and fruit-based drinks sold in all vending machines, retail, food service venues and athletic events at MCCD. Exclusivity does not apply to non-MCCD concessionaries and MCCD Public-Private Partnership endeavors. MCCD reserves the right to sell non-compete beverages (not a part of the Bidder's product list) in its retail and food operations.

7. **Beverage Rights** granted upon award of the Agreement for exclusive pouring rights on the MCCD campuses, the Bidder will have the opportunity to expose its products and influence the future purchasing patterns of a student population of 8,619.

C. MARKETING AND PROMOTIONAL CONSIDERATION

1. MCCD anticipates a beverage program agreement that grants the Bidder specific and exclusive rights to sell, promote and advertise their products on the campuses of MCCD. Due to the length of the contract and the scope of this request, significant promotional benefits will accrue to the Bidder. In recognition of these benefits, the Bidder should show its commitment to the partnership both directly and indirectly in the form of financial support for MCCD initiatives, special promotions, scholarships, sponsorship of events, products and promotional items.
2. Bidders should use Exhibit B - RFP Price Form to summarize proposed financial and other considerations.

D. PARTNERSHIP OPPORTUNITIES

1. MCCD has developed overall target areas that it judges to be of value in an exclusive partnership agreement. Bidder should address both in general terms and to specific areas of their expectation of interaction to make the partnership successful.

MCCD Initiatives

1. As MCCD approaches 60 years of commitment to education, it has identified several key initiatives.
 - a. Student Success
 - b. Visibility and Reputation of MCCD
 - c. Sustainability

Marketing Opportunities

1. Throughout several campus facilities such as athletics, Campus Dining, Bookstore, Los Banos Café and Downey Center Café, where there exist powerful advertising and marketing opportunities. Bidder should explain in detail the commitment to effectively market and promote beverage sales through these venues.

Product Donations

1. Beverage suppliers have always donated products, equipment, promotional supplies, logo items and cash donations to MCCD programs and events. MCCD recognizes and supports the benefit of providing exclusive beverage program opportunities. The following lists several opportunities for logo identified cups, coolers, dispensers, hats, visors, shirts, etc., to be used by MCCD. Should other MCCD related clubs or organizations request similar types of products, the successful Bidder will be given the first right of donation before another supplier's product is used. However, MCCD cannot guarantee the first right of refusal in all such circumstances.

E. SERVICE

1. MCCD is committed to exemplary service. The integrity of a partnership is reliant upon open channels of communication and a commitment to resolve differences to the mutual agreement of both parties. To this end, MCCD recognizes the need for regular communication/interaction and has designated MCCD's Director of Purchasing and Risk Management, as its point of contact. Bidder should describe the service and quality control procedures expected to administer the specifications associated with the exclusive rights for marketing and promotion and identify Bidders point of contact.

F. CONSIDERATION

1. For the rights described herein, the Sponsor agrees to pay College an aggregate of Two Hundred Thousand Dollars (\$200,000) for the entire Term (the "Sponsorship Fees"). The Sponsorship Fees will be paid in five (5) equal annual installments of Forty Thousand Dollars (\$40,000) each. Each installment of the Sponsorship Fees will be paid annually in arrears on or about July 1. The Sponsorship Fees shall be deemed earned evenly over the Agreement Year in which they are paid.
2. Each Agreement Year, the Sponsor agrees to provide College with marketing and promotional activities and/or items. Including without limitation, Brand identified gear, carts and recycling bins, with an approximate retail value of Five Thousand Dollars (\$5,000), as determined in good faith by the Sponsor. MCCD reserves the right to negotiate increases based on any increase in cost of products.
3. Each Agreement Year, the Sponsor agrees to provide a minimum of Four Thousand Dollars (\$4,000) solely for Athletics in product and promotional items, as requested by Athletics.
4. Each Agreement Year, the Sponsor shall provide Five Thousand Dollars (\$5,000) in cash for the Convocation Carnival.
5. Each Agreement Year, the Sponsor shall provide Five Hundred Dollars (\$500) in cash or prizes for the Holiday Reception.

G. COMMISSION (Provide proposed commission percentage on Exhibit B)

1. Commission on vending machine sales
2. Commission on non-vending beverage sales
3. Commission on post mix gallon

H. PROMOTIONAL & ADVERTISING

1. Sponsor shall provide signage and promotional supplies as needed and must add District's current logo, colors and font.

I. EQUIPMENT AND SERVICE

1. During the Term, Sponsor will loan to College all Beverage dispensing equipment ("Equipment") which is reasonably required in Sponsor's discretion to dispense Products at the College, including without limitation, one (1) single-door cooler, one (1) double- door cooler and one (1) triple- door cooler and two (2) mini coolers. MCCD reserves the right to increase the amount of coolers as required.
2. College agrees: (i) it will execute documents evidencing Sponsor's ownership of its Equipment; (ii) upon request of Sponsor, College will execute Sponsor's equipment placement agreements, however, if any of the terms of the equipment placement agreements are in conflict with the terms of this Agreement, this Agreement will prevail; (iii) the Equipment may not be removed from the College without Sponsor's written consent; (iv) College will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Sponsor for its Equipment; and (v) College will be responsible to Sponsor for any loss or damage to the Equipment, reasonable wear and tear accepted. College represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and College agrees to indemnify and hold harmless Sponsor from any damages arising out of defective electrical services.
2. Sponsor will provide College with reasonable and free service to its Equipment. All Equipment service will be provided during normal business hours. Sponsor will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Sponsor. Sponsor will not be liable for damages of any kind arising out of delays in rendering service

[END OF SECTION

SECTION III SCOPE OF WORK

A. EXCLUSIVE RIGHTS FEE

1. For the proposed annual Exclusive Rights Fee for MCCD the successful Bidder will receive:
 - a. MCCD Beverage Service: Exclusive right to place branded packaged beverages and soft drink post mix fountain beverage dispensers in campus stores and campus dining. Supply, service and maintain new maximized energy efficient beverage dispensing machines and refrigerated merchandisers.
 - b. Beverage Vending: Exclusive right to provide beverage vending as outlined in Section VI Current Conditions, B - Vending Program. Supply, service and maintain energy efficient beverage vending machines.

B. ONGOING DUTIES OF THE SUCCESSFUL BIDDER

1. Throughout the entire term of the contract, the successful Bidder, as a minimum:
 - a. Must be willing and able to send a detailed quarterly sales report, to include sales by location, sales by machine, sales by product, and sales by container
 - b. Shall meet with MCCD's Director, Purchasing and Risk Management and meet quarterly to discuss the operation in general, new trends, proposals, etc.;
 - c. Shall obtain and maintain at its own expense all necessary permits, licenses and other approvals required by law or its operation;
 - d. Shall only supply like new, state-of-the-art equipment, ensuring that it remains so throughout the term of the contract should there be a significant change in equipment technology;
 - e. Shall provide all necessary service and repair of their equipment within 24 hours; this service shall be available seven (7) days a week and at no cost to MCCD.
 - f. Shall coordinate with MCCD the time and route of all deliveries so as not to interfere with normal MCCD operations;
 - g. Shall grant MCCD or any of its duly authorized representatives, access to and the right to audit any records or other documents pertaining to the contract for a period of one year from the termination of this agreement.

C. PRODUCT

1. As part of the proposal, please provide your product list, including the nutritional value of proposed beverage items.

D. SCOPE AND SPECIFICATION OF EQUIPMENT

1. Carbonated Fountain Beverages:
 - a. All dispensers must be equipped with locks and/or shut-off devices and, where necessary, separate water supply shut-off valves and water line filters.
 - b. Syrup must be packaged in five (5) gallon B.I.B. (bag-in-the-box) containers and

- sealed in accordance with any and all health and sanitary codes.
- c. CO₂ tanks must be twenty (20) or fifty (50) pound capacity with capped faucet.
- d. MCCC will determine the operating location on campus.
- e. Dispensers will be 5, 6 or 8 head, high volume machines. Dispenser motors should be at least 1/3 H.P. and completely self-contained. MCCC will determine which size machine will go in each location.
- f. All beverage contact surfaces must permit easy and full disassembly for routine cleaning and sanitizing.
- g. MCCC will supply all necessary electrical and plumbing hook-ups as required.

2. Iced Teas and Non-Carbonated Fruit-Base Beverages:

- a. Iced teas and non-carbonated beverages must be packaged in B.I.B. containers and sealed in accordance with any and all health and sanitary codes. These beverages may be dispensed through the carbonated beverage dispenser or through specialty beverage dispensers at the supplier's discretion.
- b. These dispensers do not need to supply ice, provided they are located near a machine that does provide ice.
- c. All beverage contact surfaces, including the concentrated area, mixing valves and dispensing nozzles must permit easy and full disassembly for routine cleaning and sanitizing.

3. Vending:

- a. The successful Bidder will supply, install, service and maintain like new, state-of-the-art vending machines with built-in dollar changers. These machines must remain in top condition throughout the term of the contract. There are currently nineteen (19) vending machines located throughout MCCC. MCCC reserves the right to add or reduce vending machines as required.
- b. MCCC will mutually agree to the location of each machine and the successful Bidder will install at their expense.
- c. MCCC will mutually agree with the successful Bidder on the retail price of the product sold in vending machines.

4. Retail Equipment:

- a. The successful Bidder shall supply, install, service and maintain all equipment necessary to promote the sale of beverages at MCCC retail facilities.
- b. All equipment supplied to support retail sales must be like new and remain state-of-the-art throughout the term of the contract.
- c. MCCC will supply all necessary electrical installations and a concrete pad if required for the proper placement of the machine at each location.

E. REFUNDS

1. The successful Bidder will be responsible to provide refunds and must provide an identification number and decal on each machine with refund information and the telephone number for emergency service.

2. The successful Bidder will be responsible for establishing a process for refunding monies lost due to malfunctions of vending machines with the Student Fees Office located at the Merced Campus and the Los Banos Campus.

F. TERMS OF PAYMENT - COLLECTION

1. The successful Bidder will be responsible for servicing and collecting money from each vending machine. As an example of payment to MCCD, a profit sharing plan may be used such as a monthly payment based on a percentage of adjusted gross sales (selling price less merchandise cost, sales tax and CRV). The information will be submitted to MCCD on a monthly basis. Thus, the Bidder is requested to explain **how the commission will be paid** and the **percentage** that will be submitted to MCCD. Is the commission derived from meter readings or cash receipts? The Bidder through a bonded employee shall make all collections from the vending machines.
2. The successful Bidder must keep and maintain an accurate account of records of sales and collections from the vending machines. These items along with other management reports, which MCCD may reasonably require, will be sent to MCCD on a monthly basis.

G. SPECIAL CONSIDERATIONS

1. During special department or student organization activities, soft drink products may be donated to the MCCD community by a soft drink supplier which may not be MCCD's contracted supplier. MCCD will endeavor to give the contracted supplier "first right of refusal" when these types of sponsorship opportunities arise. However, MCCD cannot guarantee the first right of refusal in all such circumstances.

H. LICENSE

1. No bidder shall use any image or intellectual property of MCCD, in any manner or form, without the express written consent of MCCD.

I. TAXES

1. The successful Bidder shall pay all taxes, assessments or license fees which arise out of the conduct of this program. The Bidder shall also charge and collect all applicable sales, use and excess taxes.
2. Bidders are advised that MCCD reserves the right to amend this RFP at any time. Addendum providing clarifications or corrections will be done formally by providing written addendum.
3. Bidders are to acknowledge receipt of any and all RFP addenda. This shall be done by signing the actual addendum form and returning the form with the Bidder's proposal. Failure to acknowledge in writing the receipt of any amendments shall result in RFP rejection.
4. During this RFP period, Bidders are strictly prohibited from contacting MCCD

representatives, employees or members of the Governing Board regarding this project other than those listed in this RFP.

J. SUBMISSION OF PROPOSALS

1. Bidders who are interested in securing a copy of the RFP for the purpose of preparing and submitting a Proposal for this project may do so by going to the District's website at <https://www.mccd.edu/about-merced-college/divisions/admin-services/purchasing/bids/>. All addendums will also be available on this website and Bidders are responsible to regularly check the website for addendums, if any.
2. Five (5) copies of your proposal must be submitted in a sealed envelope and/or package and delivered no later than **Friday, May 19, 2023, 2:00 p.m.** To 3600 M Street, Merced CA 95348. All proposals must be clearly marked on the outside of the envelope with the Bidder's company name, address, **RFP No. 2023-07** and name of the project, "**Beverage Service**". It is the Bidder's responsibility to ensure that their proposal is received at the location and date and time stated above. Any proposal received after the date and time will not be accepted and considered non-responsive and returned unopened to Bidder. **Faxed or emailed copies will not be accepted.** MCCD is not responsible for late or misdirected RFPs.
3. Proposals shall not be read publicly but will be available for viewing after the award. Any proprietary information contained in proposals submitted for the District's consideration, and clearly marked as such, will be held in confidence until all evaluations are concluded and an award has been made.

K. ORAL PRESENTATION

1. Each Bidder may be asked to provide a formal presentation of its proposal at a date and time to be determined. This presentation will not exceed (45) forty-five minutes. No Bidder will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Bidder. Oral Presentations are *tentatively* scheduled for **May 24, 2023.**

L. ASSIGNMENT OF CONTRACT

1. The contract entered into for the performance of these specifications may not be, in whole or any part, assigned or transferred, directly or indirectly, without the prior written consent of the other, nor shall the Bidder assign any money due or become due without the prior written consent of MCCD

M. CHANGES TO CONTRACT TERMS

1. If experience or special circumstances dictate the need for modifications in the level or variety of services at any location, it shall be specifically understood and agreed that such modifications may be implemented by mutual agreement without voiding in any manner the contract executed by the parties at the beginning of the contract term.
2. Any changes, additions, deletions, or modifications, which materially change the terms of the contract, shall be made by written amendment approved, signed by the MCCD Board

of Trustees and the Bidder.

N. TERMINATION

1. This agreement may be canceled by either party with or without cause, without penalty, at anytime by providing a written notice of termination at least thirty (30) calendar days in advance.

O. ORDINANCES, LAWS AND REGULATIONS

1. The Bidder shall comply with all ordinances, laws and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Bidder shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State and local government having jurisdiction over the Bidder operations.

P. RISK OF LOSS

1. The Bidder shall bear the full responsibility for all risk of loss resulting from vandalism or theft of money, merchandise or equipment.

Q. AUDITABLE RECORDS

1. The Bidder shall maintain such account books and records in connection with its performance of the contract as required by the Purchasing Department, including adequate detail to support reports of gross sales. Such books and records shall be available locally or be made readily accessible with reasonable notice. The Bidder shall provide the Purchasing Department with written notice of the location, by address, of all such books and records and the name of the custodian thereof. The Bidder shall, at any reasonable time DURING THE CONTRACT TERM, afford MCCD's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to the performance of the contract and shall, upon request by Purchasing Department, produce and exhibit all such records

R. EVALUATION AND AWARD

1. Selection of recommended Bidder may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to the RFP. Proposals must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth and must include information that will enable MCCD to determine Bidder's overall qualifications. MCCD reserves the right to request additional information or clarification on any matter included in the proposal. MCCD reserves the right to negotiate with any Bidder or Bidders to arrive at a final decision. It is the objective of MCCD to identify the beverage program that offers the greatest benefit to MCCD. Although the financial aspect of the proposal is an important consideration, the award will NOT be made solely by computing the best price. Each proposal will be evaluated on the basis of all its content with primary consideration given to the following:

- a. References, relevant experience, qualifications, and overall performance record including quality of product line offered and service capability as assessed by current and former clients that are comparable in size and nature to MCCD.
- b. The quality and innovation of the proposal, specifically, the Bidder's understanding of the needs of MCCD, responsiveness to requirements and adequacy of information provided, including proposed promotional strategies and specific ideas and resources identified to support revenue and other objectives.
- c. Financial considerations as detailed in this RFP include but not limited to the financial stability of the Bidder, the amount of financial support proposed for vending, beverage and advertising rights, and the *price of products*.
- d. Oral presentations, if required.
- e. Any other factors are relevant to the Bidder's capacity and willingness to satisfy MCCD.

[END OF SECTION]

SECTION V
CONTENTS OF RFP RESPONSE

RFPs shall be submitted in 8.5" x 11" format and with tabs separating each section. As part of the additional required documents to be submitted in the RFP, the proposal shall be arranged in the format listed below. Bidder shall include (5) five complete copies of the RFP/Proposal in their response.

A. OPERATIONS

1. Proposal Format – Bidder shall use the forms and formats used in the exhibits and described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in the order presented in this RFP. It is the intent of this RFP and the exhibits to ascertain full and complete disclosure of all costs related to the successful implementation of the services requested. If there are additional costs or requirements which are not covered in the RFP and exhibits, it is the Bidder's responsibility to include that information in the RFP response. Failure to disclose any of these costs in the RFP response may constitute disqualification. All proposals should be submitted in the following format to enable MCCD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.
2. Cover Letter – Include a cover letter describing the Bidder's specific and general expectation of interaction to make the partnership successful.
3. Present Bidder's conformance to RFP scope of work, requirements, terms, conditions, and provisions.
4. Provide information relating to the Bidder's products and how MCCD would obtain them under the terms of an agreement. Specific information shall also be provided about the following:
 - a. Product lists and pricing; see Exhibit B
 - b. Procedures for obtaining products on a routine and emergency basis
 - c. Description of equipment available to MCCD

B. SERVICE PLAN

1. The Service Plan shall focus on the Bidder's ability to provide all services identified in the RFP.
2. The Service Plan shall include a plan to market and support the sale of beverages.

C. RFP PRICE FORM - Cost of Product and Commission

1. RFP Price Form – Proposal shall be submitted on the RFP Price Form (Exhibit B) provided and completed in full. Proposal shall include the following:

- a. Annual Exclusive Rights Fee to be paid to MCCD and payment schedule as outlined in Exhibit B.
- b. All prices are to be paid to the Bidder by MCCD for products specified, including beverages and supplies for all product lines.
- c. Commissions for vended products.
- d. Additional support is to be provided to MCCD as outlined.
- e. Scholarships
- f. Promotions
- g. Other programs
- h. Campus Activity Support

Bidder will provide annual Product donations of up to a total of a proposed; Cases of 12 oz. cans of Carbonated Soft Drinks, Gallons of Postmix Products and/or 16.9 oz. water bottles, per Agreement Year upon request of MCCD. MCCD will administer all requests through a central contact so that Bidder may prioritize the requests. Unused/unrequested cases in any Agreement Year will not be carried over to a subsequent Agreement Year.

D. RFP SIGNATURE FORM

1. The RFP Signature Form (Exhibit C) must be signed in the name of the Bidder and must bear the signature in longhand of the person(s) duly authorized to sign the RFP. This form must be included in the response.

E. BIDDER INFORMATION, PERSONNEL AND REFERENCES

1. Bidder must provide the following:
 - a. Brief history of Bidder, including experience with programs of this type.
 - b. Information on individuals assigned to work with MCCD including a description of their experience. Specifically, identify one service manager to handle MCCD's account and include his/her name and qualifications.
 - c. List five of the Bidder's clients including contact name, telephone number and comparable to MCCD indicating the length of service of each account. MCCD may contact and/or visit any of these accounts.
 - d. List of all the Bidder's clients, comparable to MCCD, *lost* within the last three years which includes:
 - e. Length of service at the account and reason for the loss

F. ADDITIONAL INFORMATION

1. The Bidder may include any additional information or data not requested as part of this RFP which the Bidder believes should be considered in evaluating the proposal. This information could include Exceptions, Exclusions and Sustainability Initiatives that are parallel to the goals and direction of MCCD.
2. The Bidder is to state in its proposal all expectations and conditions associated with the exclusive rights portion. Additional contracts, terms and conditions submitted subsequent to the Bidder's proposal will not be considered.

G. TERMS & CONDITIONS AND DRAFT CONTRACT DOCUMENTS

1. Submit draft contract documents with your response to this RFP. Propose terms and conditions as part of your response. All submissions will be subject to MCCD's approval and may be negotiated before acceptance.
2. The requirements, instructions, terms and conditions described in this RFP, in addition to the accepted components of the selected Bidder's offer, shall constitute the basis of an agreement between the parties. A written contract will confirm this agreement.

H. NON-COLLUSION DECLARATION

1. This form is included in the RFP as Exhibit D and must be signed and submitted with Bidder's response.

I. SUBCONTRACTORS

1. If applicable, submit the names and duties of any subcontractor(s) that will be used by Bidder for any portion(s) of this RFP.

J. WORKERS' COMPENSATION CERTIFICATE

1. This form is included in the RFP as Exhibit E and must be signed and submitted with Bidder's response.

[END OF SECTION]

SECTION VI
CURRENT CONDITIONS

The attached tables reflect MCCD product sales and gross vending sales.

A. VENDING PROGRAM

1. MCCD will determine the retail price of the product sold in vending machines.
2. Vending machines are currently located at multiple locations at each site. Additions, changes, or subtractions to the number of vending machines and their locations may be administered with the agreement of both parties. Current locations and quantities are as follows:
 - a. Merced Community College District (MCCD) (14)
 - b. Los Banos Campus (LBC) (4)
 - c. Business Resource Center (BRC) (1)

B. RETAIL SALES PROGRAM

1. MCCD will determine the retail price of the product sold in retail outlets.
2. MCCD currently sells pre-packaged beverages in the following locations:
 - a. MCCD 3 locations: Cafe, Concession and Follett Book Store.

D. FOOD PANTRY PROGRAM

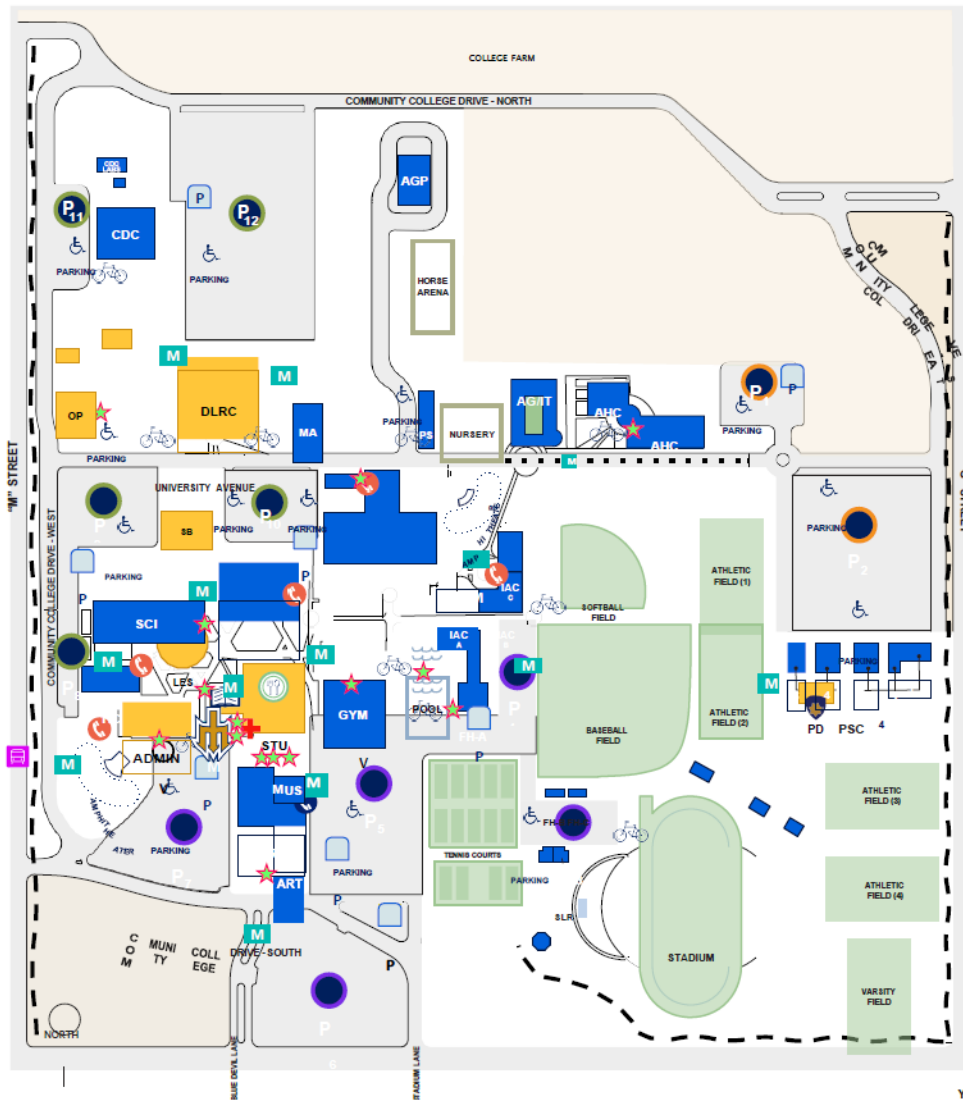
1. Selected vendor will provide products for distribution to the food pantry at the District contract price. Pricing shall be determined by the contract.

E. FOUNTAIN SALES PROGRAM

1. MCCD will determine the retail price of the product sold at fountain locations.
2. MCCD currently distributes fountain beverages through the following locations:
 - a. MCCD Main Campus: Café
 - b. MCCD reserves the right to add fountain service to Los Banos Café and Downey Center Café, if needed.

EXHIBIT A MCCD LOCATIONS & CAMPUS MAPS

★ Locations with current vending service:



CAMPUS MAP SYMBOLS

- = Accessible Bus Stop
- = Accessible Parking
- = Bicycle Parking
- = Campus Police
- = Code Blue Emergency Phone
- = Electric Vehicle Charging Section
- = Food Services
- = Health Services
- = Map
- = Parking Dispensers
- = Parking Lot
- = Pedestrian Pathway
- = Visitor / Short-term Parking
- = Bookstore

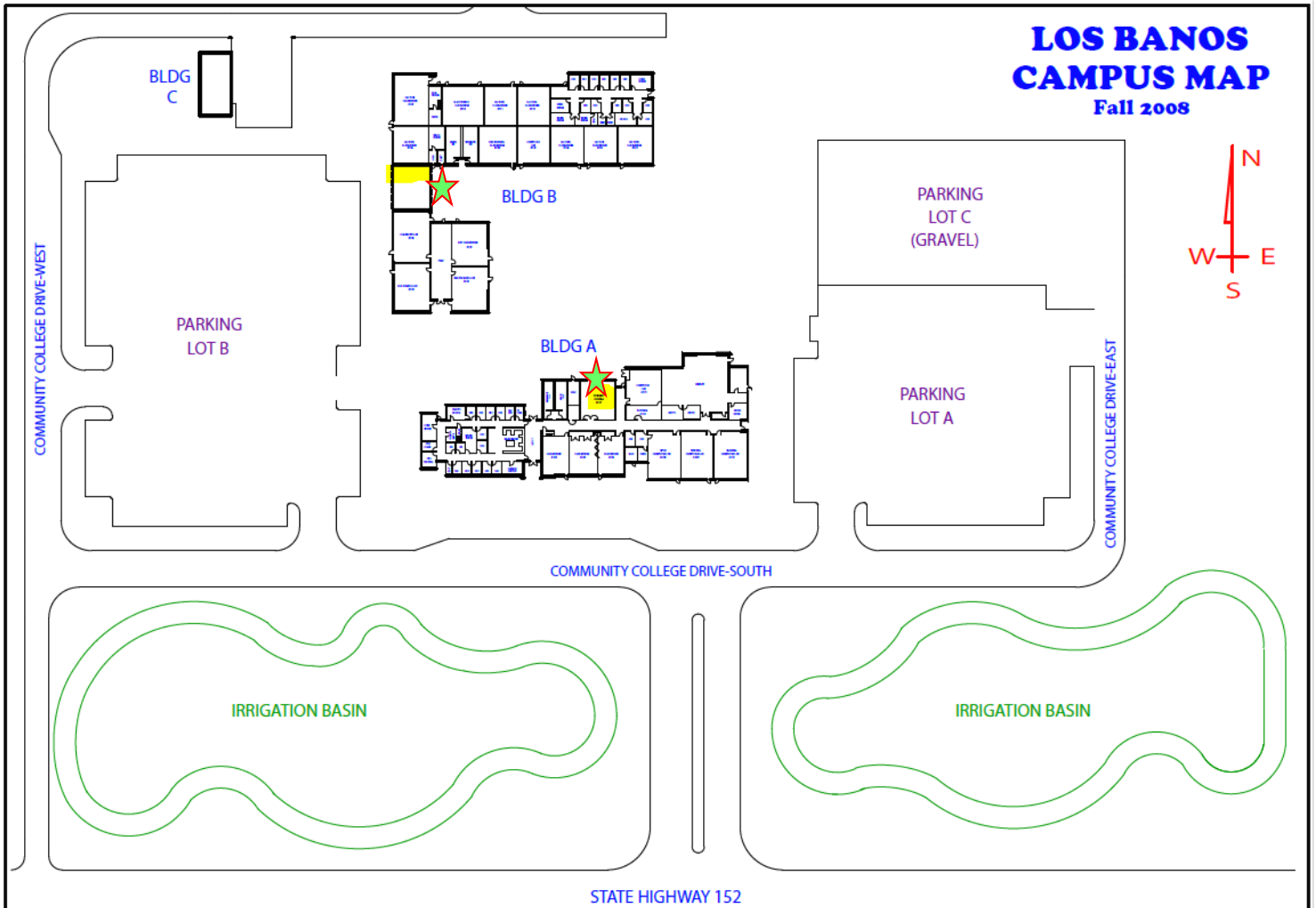
= You Are Here

MERCED COLLEGE CAMPUS BUILDINGS

- ADMIN Administration Building
- AG Agriculture Building
- AG/IT Raj Kahlon Agriculture and Industrial Technology Complex
- AGP Agriculture Pavilion and Barns
- AHC Dr. Lakireddy School of Health Sciences-Allied Health
- ART Art Building
- CDC Child Development Center
- DLRC Downey Learning Resource Center
- FH Fieldhouses:
 - A - Pool, Training Room and Fitness Lab (FHA)
 - B - Butch Hughes Clubhouse
 - C - Football
- GYM Gymnasium
- IAC Bizzini Interdisciplinary Academic Center:
 - Building A - Social Science
 - Building B - Rising Scholars and IAC 139
 - Building C - Humanities
- LES Leshner Student Services Center
- MA Mechanized Agriculture
- MUS Music Building
- OP Purchasing, Capital Planning, Custodial, Maintenance, Grounds and Transportation
- PD Campus Police
- PS Plant Science
- PSC Public Safety Complex
- SB Service Building
- SCI Science Building
- SLR Softball Locker Room

STUTIC
THTRVOC

LBC LOCATIONS & CAMPUS MAPS



BRC LOCATION & MAP

BUSINESS RESOURCE CENTER (1ST FLOOR)

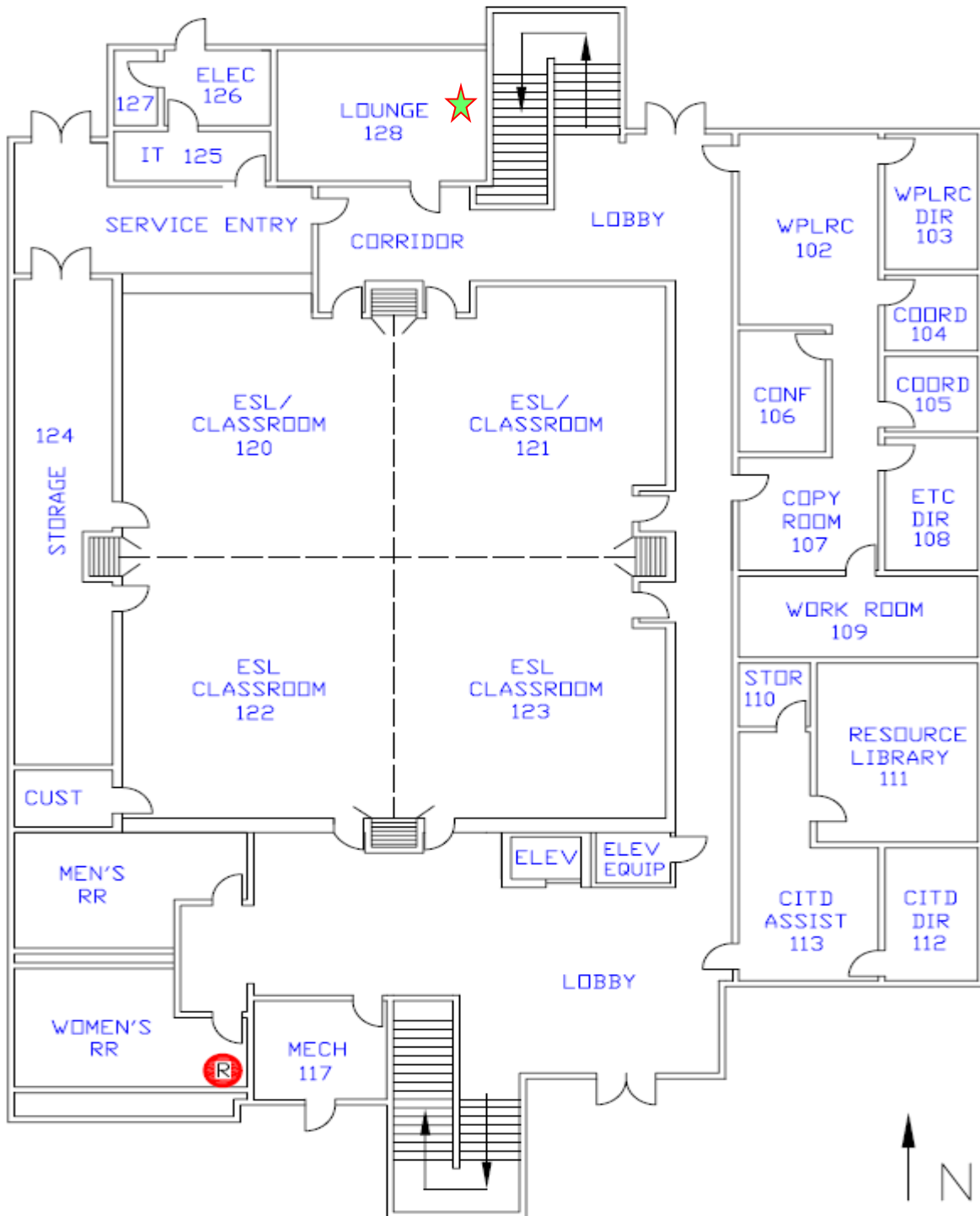


EXHIBIT B
RFP PRICE FORM - BEVERAGE PARTNERSHIP

1. Please provide a list of all products currently available.
2. Proposed Exclusive Rights Fee for initial term and each year of the contract:

Initial Term _____

Year One _____

Year Two _____

Year Three _____

Year Four _____

Year Five _____

-
3. Please state MCCD cost or commission percentage for each product for sale in the vending machines:

4. Please give MCCD cost for retail sales of each flavor in:

12 oz. Cans \$ _____ per case of _____

16 oz. Bottles \$ _____ per case of _____

20 oz. Bottles \$ _____ per case of _____

1 liter bottles \$ _____ per case of _____

1.5 liter bottles \$ _____ per case of _____

Small juice cans \$ _____ per case of _____ oz. per can _____

These prices will be guaranteed throughout the term of the initial contract:

Yes _____ No _____

These prices will be guaranteed throughout the term of the renewal contract:

Yes _____ No _____

If these prices cannot be guaranteed throughout the initial term of the contract, please state in which year of the contract they will increase and by how much. Additionally, if these prices cannot be guaranteed throughout the term of the renewal contract, please state which year of the contract they will increase and by how much.

5. Please give MCCD cost for each of the following:

Postmix Gallons, Sodas \$ _____

Postmix Gallons, Teas \$ _____

Postmix Gallons, Juices \$ _____

Postmix Gallons, Non-Juice base \$ _____

These prices will be guaranteed throughout the term of the initial contract:

Yes _____ No _____

These prices will be guaranteed throughout the term of the renewal contract:

Yes _____ No _____

If these prices cannot be guaranteed throughout the initial term of the contract, please state in which year of the contract they will increase and by how much. Additionally, if these prices cannot be guaranteed throughout the term of the renewal contract, please state in which year of the contract they will increase and by how much.

6. Please summarize and describe in detail the commissions you intend to offer MCCD. Include details explaining the application of California state taxes, local taxes if applicable, and CRV deposit:

Initial Term _____

Year One _____

Year Two _____

Year Three _____

Year Four _____

Year Five _____

7. Please describe in detail any special promotions, advertisements or financial considerations which would make your program stand out.

**EXHIBIT C
RFP SIGNATURE FORM**

Having carefully examined the Request for Proposal and have become familiar with the specifications, requirements, terms and conditions, the undersigned proposes to furnish the necessary expertise, materials and labor as specified herein to create a Beverage Partnership with MCCD.

Proposal Submitted by:

Firm: _____

Signature: _____

By: _____

Title: _____

Date: _____

Email _____

**EXHIBIT D
NON-COLLUSION DECLARATION**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFP is genuine and not collusive or a sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham response, or to refrain from responding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price, or that of any other Bidder. All statements contained in the RFP are true. The Bidder has not directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], _____ at [city], _____ [state].

Signature

Print Name

**EXHIBIT E
WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Bidder

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)